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"*Rotuli Curiae Regis*" ends, and 1292, when the Year Books begin. The "*Abbreviatio Placitorum*," unsatisfactory at best, contains cases from only two of the years covered by this book.

The "Note Book" fills the last two volumes of the work. In the first volume the reader will find four separate indices of Actions, Things, Places, and Persons. These are preceded by an extremely interesting introduction, in which are developed, in a spirit singularly modest and fair-minded, the reasons for believing that Bracton was the owner and annotator of the "Note Book." Mr. Maitland's arguments will prove, we think, well-nigh, if not quite, convincing to his readers. The editor furthermore shows the strong probability that the "Note Book" was in the hands of Fitzherbert. Incidentally we get by far the best account of Bracton and his great "Treatise" that has yet been written. Every reader of this introduction will, we are sure, earnestly desire that its author may himself fulfil the hope, which he expresses, that Bracton's treatise may soon be "carefully and lovingly edited." No one is so well fitted as he to atone for the wrong done to the greatest of mediæval law-writers, and to remove the stigma inflicted upon English scholarship by that legal monstrosity known as the edition of Bracton by Sir Travers Twiss.

J. B. A.

SALE OF PERSONAL PROPERTY.—By J. P. Benjamin. From the latest American edition, with American notes, entirely rewritten by Edmund H. Bennett, LL.D. Boston: Houghton, Mifflin, & Co., the Riverside Press, 1888. 8vo. pp. 1010.

In taking up this latest edition of a treatise which has been a standard book for twenty years in England, one is immediately impressed with the improvement in the arrangement of the American notes. The last American edition of this work (in 1884), with which American lawyers are so familiar, was criticised because of its bulk and its inconvenient method of arrangement. In that edition, it will be remembered, the annotator presented the American law in a detached and fragmentary manner, sometimes interpolating a page or two into the original text, and sometimes confining his remarks to the usual place, the foot-notes. In the present edition, however, this perplexing system has been given up, and a more rational method followed. The American law has been entirely re-written and placed in one continuous note at the end of each chapter. These monographs form an able and scholarly summary of the American law of sales, to which one can turn at once without having to pick it out, with considerable labor, partly from the text and partly from the notes. In re-writing the notes Judge Bennett has wisely avoided multiplying citations on points of little controversy, and has refrained from devoting any space to extracts from judicial opinions. Although he has perhaps erred in adhering too strictly to this latter rule, he has succeeded in making a volume more compact and convenient than the last. There is one other point in regard to form which will meet with general approval, viz., the order of the decisions, which are sometimes given chronologically (p. 284), and sometimes alphabetically by States (p. 271). Either of these methods is a great improvement over the general usage of summing up the decisions in a chaotic mass. Would it not be possible, however, to combine the advantages of both by adding the dates to the alphabetical arrangement?

In regard to the substance of the book, as distinguished from form,

there prevails the same high standard of excellence which the name of Judge Bennett insures. The praise given to the former editions of this work can but be repeated, with the additional remark that the citations have been carefully brought down to date. Much new matter, too, has been added, and the chapters on Parties, Mutual Assent, Conditions, Warranty, and Stoppage in Transitu, show careful work. To support the general view in regard to acceptance by letter, many authorities are cited, though "in some of them other considerations enter into the decisions." In point of fact only a few of the cases so cited are directly in point, and the reader is left to find for himself those which really do turn upon "other considerations." We are glad to see that the learned Dean of the Boston University Law School inclines to agree in theory with the view expressed by Professor Langdell in 7 Am. Law Rev. 433. We must take exception, however, to the alliterative, but inaccurate, expression, "Dean of the Dane Law School," with which Professor Langdell is described. We are aware that in years gone by this was a somewhat common mistake, but, as early as 1859, we find the following statement in President Walker's annual report: "At the instance of the Law Faculty, the corporation have passed a declaratory vote in order to correct a prevalent error respecting the name by which this department of the University is known. The Hon. Nathan Dane, though not its founder, was one of its liberal and early benefactors, in consequence of which his name was given to one of the professorships and to the public building or hall occupied by the School; but it was never given or understood or expected to be given to the School itself. The true and legal name of the School is not, as many will have it, the Dane Law School, but the 'Law School of Harvard College.'" Whatever excuse may have once existed for calling it the Dane Law School must surely have ceased when the School was transferred to its present apartments in Austin Hall. To find the old epithet still clinging to the School in this present year of grace, seems a little out of date, especially from the Dean of a sister law school.

M. C. H.

METCALF ON CONTRACTS. Heard's Edition. Charles C. Soule. Boston, 1888. 8vo. pp. xlii, 433.

Mr. Justice Metcalf's book is too well known to call for any special comment. We must express a regret, however, in passing, that in his classification of contracts the learned author did not draw a sharper line between two distinct classes, both of which he includes under implied contracts. In the one class there is no promise expressed in so many words; but yet there is a meeting of minds, and from the surrounding circumstances and actions of the parties a distinct promise must be inferred. Of these contracts it may truly be said that they differ from express contracts merely in the mode of proof (p. 5, n. 1). The other class corresponds to the *obligationes quasi ex contractu* of the civil law (p. 6, n. c). Although it is commonly said that in this class of contracts the law will imply a promise, that is a pure fiction. At common law the ordinary remedy in the former class of cases was in special assumpsit; while in the latter class the only remedy was in general assumpsit. The following cases may be cited as examples of this latter class: *Jenkins v. Tucker*, 1 H. Bl. 90; *Bradshaw v. Beard*, 12 C. B. N.S. 344; *Chase v. Corcoran*, 106 Mass. 286.

The author in his text (p. 187 *et seq.*), as well as the editor in his